



## **ACCESS AGREEMENT FOR USE OF REAL PROPERTY**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the Maricopa County, a political subdivision of the State of Arizona, hereinafter referred to as **LICENSOR**, and \_\_\_\_\_, hereinafter referred to as **LICENSEE**.

**WHEREAS, LICENSOR** owns certain real property, as described in attached Exhibit "A", and

**WHEREAS, LICENSEE** or its agent requires immediate access to and use of the property previously referred to, which is owned by **LICENSOR**, for the sole purpose of performing due diligence testing to determine whether to purchase the property at the site indicated on Exhibit "A", and

**WHEREAS**, the parties desire to enter into an access agreement, hereinafter referred to as "Agreement", under which **LICENSEE** or its agent may enter upon the property of **LICENSOR** as described herein;

**NOW, THEREFORE**, in consideration of the following mutual covenants, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **LICENSOR** hereby grants to **LICENSEE** a revocable **ten (10) day** license to enter the real property described in said Exhibit "A" for the purpose previously stated. Said License may be revoked at **LICENSOR'S** sole discretion upon providing written notice of revocation to Licensee.
2. **LICENSEE** shall indemnify and hold harmless **LICENSOR**, its successors in interest and assigns, from any liability, damages, expenses, costs or attorney fees incurred by **LICENSEE**, arising from **LICENSEE'S** access to the property or as a result of any negligent act or omission by **LICENSEE** or of its agents, employees, or assignees.
3. This license shall be automatically revoked in the event of, or at such time that the **LICENSEE** fails to comply with the express terms of this License Agreement.

4. **LICENSEE** may assign this Access Agreement to its agent without the express written permission of **LICENSOR** subject to said agent agreeing to comply with the terms and conditions of this agreement and by executing the same. Notice of assignment must be delivered to **LICENSOR** by facsimile copy at 602-506-0559 with original being surrendered upon demand.

**THIS AGREEMENT** shall be binding upon and inure to the benefit of the respective parties, their successors, personal representatives, agents and assigns, and shall be governed by and constructed under the laws of the State of Arizona.

**IN WITNESS WHEREOF**, the parties have hereunder set their signatures on the day and year first written above.

**LICENSOR:**

**LICENSEE:**

**MARICOPA COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

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**ASSIGNMENT**

\_\_\_\_\_, as **LICENSEE** of this agreement assigns its authority to enter upon the Maricopa County property described in the attached Exhibit "A" to \_\_\_\_\_. For the express purpose of providing due diligence information to Licensee pertaining to the sale of real property declared as excess by the Maricopa County Board of Supervisors. Assignee expressly agrees to comply with the terms and provisions of this agreement by acting as the agent of Licensee.

**LICENSEE:**

**ASSIGNEE:**

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_